

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-15**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY FOR THE
CONSTRUCTION AND OPERATION OF A SENIOR CENTER**

WHEREAS, Midvale and Salt Lake County are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953 as amended) (the "Act"); and

WHEREAS, the Parties are authorized under the Act, to enter into an agreement with one another for joint or cooperative action; and

WHEREAS, Midvale and Salt Lake County have a mutual interest in providing senior residents with a new senior center; and

WHEREAS, Salt Lake County, through its Division of Aging and Adult Services, maintains a system of senior centers throughout Salt Lake County; and

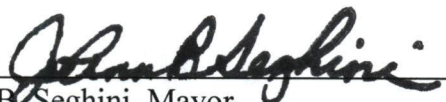
WHEREAS, the Parties desire to construct a new senior center to replace the existing senior center to better serve the needs of Midvale residents in the most effective and efficient manner.

WHEREAS, the Parties desire to enter into an agreement to construct and operate a senior center on Midvale's property at 7540 S. Main Street; and

WHEREAS, Midvale agrees to lease the property for the Senior Center to the County; and


NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Interlocal Agreement and authorizes the Mayor to sign the same between Midvale City and the Salt Lake City.

APPROVED AND ADOPTED this 19th day of May, 2015.



JoAnn B. Seghini, Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder



Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Paul Hunt	<input checked="" type="checkbox"/>	_____
Wayne Sharp	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____

**INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
MIDVALE CITY
FOR THE CONSTRUCTION AND OPERATION OF A SENIOR CENTER**

This agreement is made and entered into this 27 day of April, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "COUNTY"), for its Division of Aging and Adult Services and MIDVALE CITY, a Utah Municipal corporation (the "CITY"); the COUNTY and CITY each being hereinafter referred to as the "Party" in the singular and collectively as the "Parties" in the Plural.

RECITALS

- A. WHEREAS, COUNTY and CITY are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953 as amended) (the "Act"); and
- B. WHEREAS, the Parties are authorized under the Act, to enter into an agreement with one another for joint or cooperative action; and
- C. WHEREAS, CITY and COUNTY have a mutual interest in providing senior residents with a new senior center; and
- D. WHEREAS, COUNTY, through its Division of Aging and Adult Services, maintains a system of senior centers throughout Salt Lake County in both incorporated and unincorporated areas; and
- E. WHEREAS, the Parties desire to construct a new senior center to replace the existing senior center to better serve the needs of CITY residents in the most effective and efficient manner.
- F. WHEREAS, the CITY has constructed a new Municipal Center in the north end of historic Main Street in the area of 7505 S. Holden Street in the CITY (the "Municipal Center"); and
- G. WHEREAS, CITY has developed a Municipal Facilities Master Plan (the "Plan") that identified a proposed location for the new Salt Lake County Midvale Senior Center adjacent to the Municipal Center; and
- H. WHEREAS, CITY owns certain real property located at approximately 7540 S. Main Street in Midvale, Salt Lake County, Utah (the "property"); and
- I. WHEREAS, the Parties desire to enter into an agreement to construct and operate a senior center on the CITY's real property (the "Senior Center"); and
- J. WHEREAS, CITY agrees to lease to the County the property for the Senior Center; and

- K. WHEREAS, the Parties acknowledge that the Parties can recognize cost savings and economies of scale by coordinating cost sharing and reimbursements between the Parties for their respective construction projects; and
- L. WHEREAS, the Parties have determined that it would be in the public interest to cooperate with each other to coordinate their efforts for the construction of the Municipal Center and Senior Center; and
- M. WHEREAS, under the authority of the Utah Municipal Building Authority Act, Utah Code Ann. §§ 17A-3-901, *et seq.*, COUNTY has established the Municipal Building Authority of Salt Lake County (the "MBA") and desires to fund its portion of the development and construction of the Senior Center through bonds issued by the MBA; and
- N. WHEREAS, CITY is desirous of having COUNTY continue to provide Senior Center programming within the Midvale area as soon as the construction of the new Senior Center is complete; and
- O. WHEREAS, COUNTY is desirous of having CITY maintain the CITY's real property surrounding the Senior Center after it becomes operational; and
- P. WHEREAS, COUNTY will maintain the interior and exterior of the Senior Center building after it becomes operational.

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this Agreement, the receipt of which is acknowledged, covenant and agree as follows:

AGREEMENT

1. PROJECT.

The COUNTY and CITY agree to cooperate and construct the Senior Center within a portion of the property owned by the CITY more particularly described in Exhibit "A."

2. LEASE OF REAL PROPERTY.

- A. The CITY leases to COUNTY the property described in Exhibit A.
- B. COUNTY has agreed to construct and operate a Senior Center on the property and upon completion of the construction of the Senior Center, the CITY has agreed to maintain the real property surrounding the Senior Center.
- C. The term of the lease is the same as the term of the Agreement as stated in Section 5, which is fifty (50) years.
- D. In consideration of the lease of the property, COUNTY shall construct a Senior Center on the property and provide Senior Center programming at the Senior Center during the term of the Parties' Agreement.
- E. COUNTY shall not assign or sublet any portion of the property without prior written consent of CITY.

- F. Upon expiration of the term of this lease, the COUNTY shall no longer be obligated to provide Senior Center programming. If after the expiration of the term of this lease, COUNTY ceases to use the building as a senior center, CITY shall have the option to purchase the Senior Center building and any other related improvements. To the extent the COUNTY no longer uses the building as a Senior Center and the CITY does not exercise its option to purchase the building, the Joint Board referenced in Section 29, will meet and act in good faith in determining a mutually agreeable use for the Senior Center building.
- G. CITY shall ensure that no liens or encumbrances are lodged against the real property. CITY will not convey any portion of the real property or create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, pledge, lien (statutory or contractual), security interest, encumbrance or charge or conditional sale or other title retention agreement with respect to the property.
- H. COUNTY shall be responsible to pay and discharge all taxes and assessments and other charges or impositions levied against or affecting the real property or which might become a lien thereon, except to the extent the COUNTY is otherwise exempt from any such taxes or assessments. COUNTY is also responsible for all liabilities, charges, fees, obligations, liens and encumbrances associated with or relating to COUNTY's use of the real property and operation of the Senior Center.
- I. CITY warrants to the best of its knowledge, that on the date of this Agreement, no hazardous wastes, substances, pollutants or contaminants have been placed or disposed of on the property in violation of state or federal law. COUNTY shall not manufacture, store (except those substances which are customarily stored on or about the premises in small quantities such as office supplies and other materials routinely used for cleaning and maintenance purposes), treat or dispose of on the property any hazardous waste or hazardous substance regulated by any city, county, State or Federal governmental authority. COUNTY shall, during the Term and any extensions thereof of this Agreement, comply with all city, county, State and Federal laws, and ordinances in effect as of the date of this Agreement and any amendments thereto regulating the protection of human health and the environment.
- J. CITY covenants that upon fully complying with and properly performing all the terms, conditions, covenants herein to be performed by COUNTY, the COUNTY shall have and quietly enjoy the property for the term set forth in Section 5 of the Agreement.

3. NAMING.

The Senior Center to be constructed shall be known as the "Salt Lake County Midvale Senior Center." Any amendment to the name of the center shall be only by the mutual written agreement signed by the Parties hereto.

4. PROJECT DEVELOPMENT TEAM.

The COUNTY, with the input of the CITY, shall be responsible for all matters relating to the design, architecture and construction of the Senior Center. The COUNTY and CITY will

form a Project Development Committee that will oversee the design and architecture of the Senior Center. The Committee will be selected jointly by the COUNTY and CITY and will include a minimum of two (2) representatives from the COUNTY and one (1) representative from the CITY.

CITY has assembled a Design Team which developed a Municipal Facilities Master Plan and have identified the proposed location for the new Midvale Senior Center facility. The Senior Center is intended to be designed, operated in cooperation with, and to architecturally compliment the adjacent Midvale Municipal Center and to support Midvale's Historic Main Street. The CITY's Design Team has developed the architectural designs for the new Municipal Center and has also completed overall master planning, site selection, conceptual site design, and initial programming for the proposed senior center, with COUNTY approval.

5. TERM.

The Parties hereby agree that time is of the essence with regards to fulfilling the conditions and requirements stated herein. This Agreement shall terminate fifty (50) years from the date of execution.

6. COMPLIANCE WITH INTERNAL REVENUE CODE FOR TAX EXEMPT STATUS OF BONDS.

The Parties recognize that the bonds the COUNTY expects to issue through the MBA will bear interest which is intended to be tax exempt for federal tax purposes. In order to assure compliance with the requirements of the Internal Revenue Code ("Code") applicable to the tax exempt status of interest on the bonds, the Parties hereby covenant and agree as follows:

- A. No portion of the Senior Center financed with proceeds of the bonds will be used for any private business as defined in 26 U.S.C.A. § 141(b). The COUNTY shall continually own and use the Senior Center for services for senior citizens use as long as the bonds are outstanding. Uses that may count as private business use include sale or leasing of or management contracts for the Senior Center, use for advertising or other private (non-governmental) or political benefit, or its use in any activity constituting an unrelated trade or business for purposes of the Code.
- B. Any management contract for the Senior Center or any portion of it will comply with the requirements of 26 CFR 1.141-3(d)(5) for contracts that do not constitute private business use. For this purpose, a contract is not a management contract if it is for services that are solely incidental to the primary function of the Senior Center, such as contracts for janitorial service or equipment repair or uses permitted by 26 CFR 1.141-3(d)(5).

7. RESPONSIBILITIES OF THE PARTIES BEFORE AND DURING CONSTRUCTION:

- A. CITY shall pay for the construction of a shared dumpster pad and enclosure located at a location agreed upon by both the CITY and COUNTY. On trash day pick-up, the Senior Center staff will be responsible to place the recycling and trash containers outside of the dumpster enclosures.
- B. COUNTY and the COUNTY's future general contractor shall be responsible for debris and trash removal during the construction of the Senior Center site, but not beyond the identified Senior Center site construction boundaries. Once the new Senior Center is

completed and in operation, the CITY will be responsible for trash collection and removal from the shared dumpster pad.

- C. COUNTY shall pay for remediation, demolition and site preparation costs for the Fraternal Order of Eagles property as part of their development of the Senior Center site. The remediation will be limited to the 18,193.9 square feet for the FOE site.
 - D. The western portion of the Municipal Center site bordering Holden Street is to remain undeveloped and is approximately 25,405 square feet ("vacant parcel"). It is the intention of the Parties to set aside this area for future use and this vacant parcel will serve as a failsafe should anticipated shared parking ends prove to be less than the actual demand.
 - E. CITY shall pay for the cost to improve the vacant parcel with landscaping and irrigation.
 - F. CITY and COUNTY agree to share costs and expenses as appropriate for the construction of the Senior Center and adjoining Municipal Center.
 - G. The COUNTY is authorized to reimburse a portion of the appropriate share of expenses to the CITY, for expenses related to tie into the adjacent Municipal Center's water line and appropriate share of expenses to tie into the adjacent project's storm water line for the construction of the Senior Center.
 - H. COUNTY shall build and maintain a cedar fence on the southern portion of the Senior Center property line.
 - I. COUNTY shall trench and provide for one single (4) inch PVC conduit for utilities infrastructure in front of the Senior Center where the CITY will in turn then extend conduit to the project North limit line, cap and mark for future extension by the COUNTY as described in Exhibit "B."
 - J. Any further reimbursement by the COUNTY to the CITY will be permitted based on a recommendation of the Project Development Team and approval of the Board as defined in the Interlocal Agreement.
 - K. As of the date of the Agreement, no contaminated soils or other hazardous materials ("hazards") have been found. If in the future, any hazards are encountered during the course of construction, they shall be removed and disposed of at the CITY's expense. The COUNTY shall notify CITY immediately upon discovery of hazards and give the CITY 30 days to remedy the hazards. The work shall be executed in a timely manner to avoid excessive delays to the Senior Center construction project. Reasonable construction delay costs associated with the above described work shall be borne by the COUNTY.
8. RESPONSIBILITIES OF THE CITY:
- A. Provision of Senior Center, Staff and Equipment:
- CITY shall:

1. Waive all its development and permitting fees that might otherwise be normally assessed.
2. Lease to the COUNTY the property described in Exhibit A pursuant to the terms of the Lease described in Section 2 of the Agreement.
3. Provide for all grounds maintenance needs for the Senior Center, including labor, chemicals, supplies and equipment. Grounds maintenance shall include: lawn maintenance, shrub bed maintenance and replacement; parking lot maintenance, tree pruning and replacement.
4. Provide for all snow removal in parking lots and walks to allow reasonably safe entrance and exit to and from the Senior Center building.
5. Provide regular trash and garbage collection from the Senior Center building and grounds that is placed in the dumpster referenced in Section 7.A.
6. Provide van(s) and pay all operating costs for the van(s), including driver(s), associated with transporting seniors to the Senior Center and other activities within Salt Lake County. CITY shall provide transportation to the Senior Center to all those eligible for services in Midvale and other areas mutually agreed upon, as can be accommodated.
7. Provide, train, and supervise driver(s) at least twenty (20) hours per week to transport seniors to the Senior Center and to pre-approved activities through the year.
8. Have an elected official or a staff member attend the meetings of the Midvale Senior Center Advisory Council (the "Advisory Council").
9. Provide Utah Telecommunication Open Infrastructure Agency ("UTOPIA") internet connection to the Senior Center's facility at CITY's expense.

B. Eligible Clientele.

CITY agrees that all those individuals determined eligible for services by COUNTY shall be eligible for the services at the Center, regardless of the location of their residence.

C. Licensing.

Both Parties shall comply with all applicable licensing or permitting required by federal, state, or local law, except for County's responsibility for the Senior Center building and adjoining property.

D. Access to records.

CITY shall, upon request, allow authorized representatives of COUNTY, the state, or an authorized federal agency to have access to the CITY's Senior Center records to confirm CITY's compliance with the specifications of this Agreement. All of CITY's Senior Center records and other documents relative to this Agreement shall be retained for at least six (6) years after COUNTY makes its last bond payment required under this

Agreement, or six (6) years after completion of any U.S. Department of Human Services audit of COUNTY's Division of Aging and Adult Services.

E. Assurance of Compliance.

The COUNTY will attempt to provide at least ten (10) calendar days' notice of any Senior Center operating guidelines it imposes and as much notice as possible of any imposed by the State or Federal government.

F. Assignability.

Both Parties agree they shall not subcontract, assign, or transfer any rights or duties under this Agreement to any other party or agency without the prior written consent of the other party. If such consent is obtained, this Agreement can be modified to incorporate the assignment by appending said consent to the agreement.

9. RESPONSIBILITIES OF COUNTY:

A. Provision of Staff, Equipment and Midvale Senior Center Advisory Council

COUNTY shall:

1. Schedule and provide activities and programs at the Senior Center comparable to other COUNTY run senior centers.
2. Operate the Senior Center at least five (5) days per week, weather permitting, for COUNTY meal and other programs for seniors (or more often as the Parties may agree) and provide information to senior residents concerning dates and times for meals and other activities.
3. Hire, train, supervise and budget for Senior Center manager and other program staff.
4. Manage, give technical assistance, and supervise all COUNTY staff and volunteers providing services to senior citizens attending the Senior Center.
5. Collect, record, and deposit donations for meals and other COUNTY programs according to procedures established by Salt Lake County Aging and Adult Services.
6. Establish a Midvale Senior Center Senior Advisory council (the "Advisory Council") to provide input into and support the programs provided at the Senior Center. COUNTY will, at a minimum, have one staff member attend meetings to provide assistance to the Advisory Council.
7. Provide and pay all costs associated with maintaining the interior infrastructure and exterior of the Senior Center in which meals, programs and services for senior citizens will be provided. Exterior maintenance shall include: lawn sprinkling system maintenance, parking lot lighting, maintaining exterior building walls, brick, fascia, rain gutters, graffiti removal, exterior building painting, and exterior glass replacement and cedar fencing.

8. Provide all janitorial needs of the building including labor, supplies, trash can liners, removing trash and recycling to the dumpster and equipment needed to maintain the cleanliness of the building.
9. Pay all costs of the utilities, including telephones and data.
10. Maintain records needed for the proper and efficient operation of the program and as required by law and agreement.
11. Provide the CITY designee a schedule of Senior Center usage for senior programming.
12. Provide signage at the Senior Center indicating the Senior Center is operated by COUNTY.
13. Decorate the interior of the building.
14. COUNTY shall provide appropriate consultation and technical assistance as it deems necessary or as is reasonably required by CITY to assure satisfactory performance in providing the contracted services in areas to include, but not limited to establishing a senior center operation based on program standards and feasibility.
15. COUNTY shall provide meals to the Senior Center five (5) days per week, weather permitting.
16. COUNTY will provide all forms and materials necessary for documenting the meals and services provided at the Senior Center.
17. COUNTY shall provide supplies and materials necessary for the provision of meals to the Senior Center.
18. COUNTY shall have the right to audit, monitor, evaluate, and inspect all aspects of the program under this Agreement at such time deemed necessary by COUNTY to determine compliance with the provisions of this Agreement and applicable federal, state, or county laws or regulations.
19. COUNTY shall make available to the CITY, all COUNTY prepared reports, audits, and evaluations, if it is necessary to provide them due to the terms of the Agreement.
10. OWNERSHIP.

The COUNTY will own the Senior Center building that will be constructed on the real property described in Exhibit "A". If after the expiration of the term of this Agreement and Lease of Real Property referenced in Section 2.F, COUNTY ceases to use the building as a senior center, CITY shall have the option to purchase the Senior Center building and any other related improvements. To the extent the COUNTY no longer uses the building as a Senior Center and the CITY does not exercise its option to purchase the building, the Joint Board referenced in Section 29, will meet and act in good faith in determining a mutually agreeable use for the Senior Center building.
11. BUILDING USAGE.

The Parties agree that the scheduling priority of the Senior Center is for use for senior activities and programs. Any non-senior activities or programs must be scheduled with the approval of the Senior Center manager. The Parties agree to coordinate and inform each other of programs and activities scheduled during the times they each have scheduling authority and responsibility.

12. DISCRIMINATION.

The Parties agree that no person shall, on the grounds of race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status, be excluded from participation in, be denied the benefits of, be subject of discrimination, or discriminated against for employment or for services or programs operated by the Senior Center made possible, by or resulting from this Agreement.

13. CONFIDENTIALITY.

The Parties hereby agree that all information regarding recipients of service provided by this Agreement or any subcontractors shall be confidential to the extent allowed by law. Publication of any information that would identify an individual recipient is prohibited except upon written consent of the recipient or the legal guardian, except where connected with the administration of the Agreement and the responsibilities of the COUNTY or CITY.

14. MODIFICATION AND NOVATION.

The Parties hereby agree that this Agreement shall not be subject to change, addition, or erasure or any other modification or novation except by the mutual written agreement signed by the Parties hereto.

15. TERMINATION.

Upon the expiration of all bonds issued to finance the Senior Center, the Parties hereby agree that either Party shall have the right to terminate this Agreement by giving the other Party ninety (90) days' notice in writing by registered mail, return receipt requested, specifying the reason or reasons therefore. If notice is so given, this Agreement shall terminate upon the expiration of ninety (90) calendar days and the liability for the Parties hereunder for the further performance of the terms of this Agreement shall there upon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. In the event of termination, all unexpected grant funds and property, personal or real, held by either Party which belongs to the other Party to the Agreement shall be returned to the proper Owner within sixty (60) calendar days of the notice of termination. Notices shall be sent to the CITY and COUNTY pursuant to Section 23 of this Agreement. The Parties may not terminate this Agreement before the expiration of the bond(s).

If either party exercises the termination clause resulting in the COUNTY's decision to stop programming and no longer use the building as a Senior Center, the Joint Board referenced in Section 29, will meet prior to the termination of this Agreement and act in good faith in determining a mutually agreeable use for the Senior Center building.

16. TITLE TO EQUIPMENT.

Title to all personal property purchased or provided by COUNTY shall be retained by COUNTY.

17. INDEMNIFICATION.

Both Parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq. (2011, as amended) (the "Act"). Consistent with the terms of the Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act.

18. NON-FUNDING.

The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30, 2015, for the CITY and December 31, 2015, for the COUNTY. Each Party's obligation for performance for this Agreement beyond that date is contingent upon funds being appropriated for payment due and providing the services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds are appropriated and budgeted. Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties and no right or action or damages or the relief shall accrue to the benefit of the other Party as to this agreement or any portion thereof, which may so terminate and become null and void.

If the non-funding results in the COUNTY's decision to stop programming and no longer use the building as a Senior Center, the Joint Board referenced in Section 29, will meet and act in good faith in determining a mutually agreeable use for the Senior Center building during the time of non-funding.

19. ENTIRE AGREEMENT.

This Agreement, its exhibits and attachments, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the Parties regarding the subject matter hereof and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any Party. Each Party has relied upon its own examination of the full Agreement and the counsel of its own advisors. This Agreement may not be modified except by written instrument executed by both Parties.

20. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their successor and assigns.

21. NON-WAIVER.

A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such waiver shall not affect the waiving Party's rights with respect to any other or further breach.

22. SEVERABILITY.

It is understood and agreed upon by the Parties hereto that if any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

23. NOTICES.

All notices, consents, waivers or other instruments of communication required to be given under this Agreement shall be deemed properly given if, delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses.

COUNTY: Salt Lake County
Division of Aging and Adult Services
Attn. Director of Aging and Adult Services
2001 South State Street, Suite S1-600
Salt Lake City, UT 84190-2000

Copy to: Salt Lake County
Office of the District Attorney
2001 South State Street, Suite S3-600
Salt Lake City, UT 84190-1210

CITY: Midvale City
Attn: City Manager
7505 Holden Street
Midvale, UT 84047

Copy to: Midvale City
Attn: City Attorney
7505 Holden Street
Midvale, UT 84047

24. THIRD PARTIES.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the Parties hereto and their successors, any right or remedies of this Agreement, as a third-party beneficiary or otherwise.

25. HEADINGS.

The headings used in this Agreement are for convenience only and in no way define, limit or describe the scope of this Agreement or the intent of any provision.

26. APPROVAL BY ATTORNEY.

This Agreement shall be submitted to the authorized attorneys for the COUNTY and CITY for approval in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5(3).

27. RATIFICATION.

This Agreement shall be approved by COUNTY and CITY, through appropriate action, in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5.

28. NO INTERLOCAL ENTITY.

Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-206(b), the Parties agree that they do not, by this Agreement, create an interlocal entity.

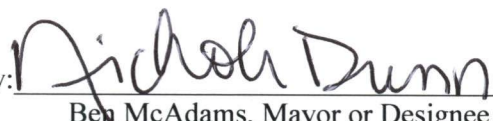
29. JOINT BOARD.

Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertakings under this Agreement shall be administered by a joint board (the "BOARD") consisting of the COUNTY mayor (or designee) and the CITY mayor (or designee). Any real and personal property acquired by the Parties' cooperative undertaking herein shall be acquired, held, and disposed by each Party pursuant to applicable laws and ordinances.


[Signatures on following page]

IN WITNESS WHEREOF, the COUNTY, by resolution of its Council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor or designee and attested by its clerk, and the CITY, by resolution duly adopted by its municipal council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor and attested by its recorder.

SALT LAKE COUNTY

By: 
Ben McAdams, Mayor or Designee

ATTEST:

By: 
SHERRIE SWENSEN
Salt Lake County Clerk


Date signed: 05/11/15

APPROVED BY SALT LAKE COUNTY AGING AND ADULT SERVICES:

By: 
Rebecca H. Kapp
Director

Date signed: 4-22-15

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9

By: 
Neil R. Sarin
Salt Lake County Deputy District Attorney

Date signed: 4/22/15

MIDVALE CITY

By: JoAnn B. Seghini
JoAnn B. Seghini, Mayor or Designee

ATTEST:

By: Rori L. Andreason
Rori Andreason
City Recorder

Date signed: May 26, 2015



APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9

By: Chad Woolley
Chad Woolley
Midvale City Attorney

Date signed: May 26, 15

EXHIBIT A

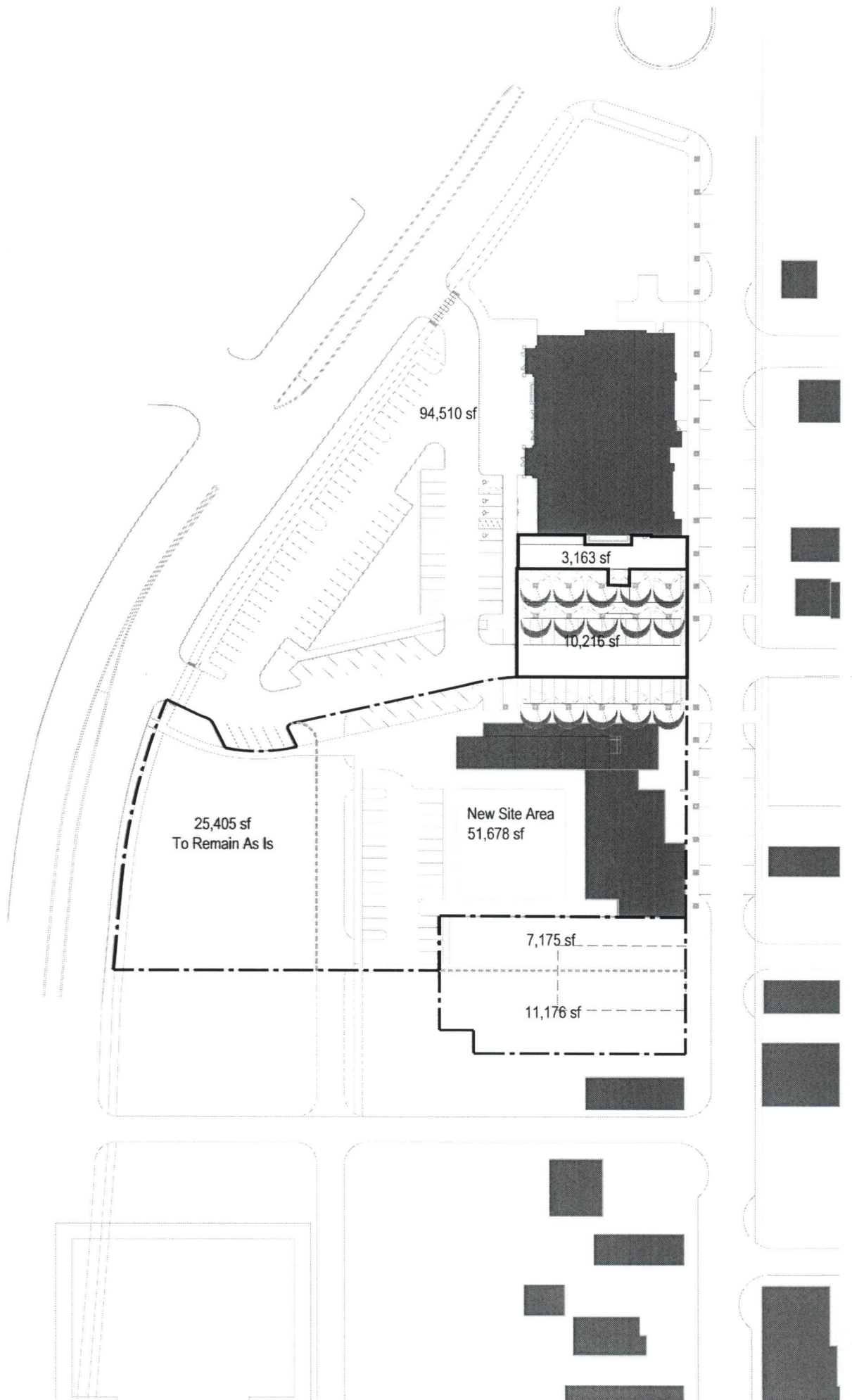


EXHIBIT B

REFERENCE NOTES: SITE

- 2 FURNISH AND INSTALL 4" SCHEDULE 40 PVC CONDUIT WITH PULL STRING 48" BFG (BELOW FINISHED GRADE) IN THE APPROXIMATE LOCATIONS SHOWN FOR RMP'S PRIMARY CONDUCTORS. PROVIDE TRENCHING AND BACK FILLING. UTILIZE LONG SWEEP RIGID ELBOWS. COORDINATE THIS WORK WITH LOCAL POWER COMPANY.
- 3 FURNISH AND INSTALL A (1) 2" PVC CONDUIT FOR COMCAST, (2) 4" PVC CONDUIT FOR CENTURY LINK, AND (1) 4" PVC CONDUIT FOR UTOPIA. PVC CONDUIT SHALL BE 36" BFG (BELOW FINISHED GRADE) FROM THE APPROXIMATE LOCATION SHOWN OF T.T.B. TO THE NEW COMMUNICATION PEDESTAL IN THE APPROXIMATE LOCATION SHOWN. PROVIDE PULL STRING. COORDINATE THIS WORK WITH THE LOCAL COMMUNICATION COMPANY PRIOR TO TRENCHING. PROVIDE TRENCHING AND BACK FILLING.

EXISTING HIGH
VOLTAGE SWITCH

MIDVALE MUNICIPAL CENTER

(1) 4" C

2

(3) 4" C
(1) 2" C

3

Extend conduit to project limit
line, cap and mark for future
extension by County Contractor.



May 12, 2015

COUNTY COUNCIL

Richard Snelgrove, Chair
At-Large B

Jenny Wilson
At-Large A

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael H. Jensen
District #2

Aimee Winder Newton
District #3

Sam Granato
District #4

Steven L. DeBry
District #5

Max Burdick
District #6

Ms. Patricia Iverson
Contracts Administrator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Iverson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 4942 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Aging and Adult Services Division and **Midvale City** – Construction and Operation of a New Senior Center.

Salt Lake County will construct a senior center on Midvale City property located at approximately 7540 S. Main Street. Midvale City will then lease the property to the County to operate the senior center.

The term of the agreement is fifty years from the date of execution.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By Nichole Watt
Deputy Clerk

ks

pc: Becky Kapp, Director, Aging and Adult Services
Lee Colvin/Real Estate Section
Darrin Casper/Mayor's Office



7.1

Ben McAdams
Salt Lake County Mayor

Nichole Dunn
Deputy Mayor &
Chief Administrative Officer

April 27, 2015

Honorable Richard Snelgrove, Chair
Salt Lake County Council
2001 South State, N2200
Salt Lake City, Utah 84114-4570

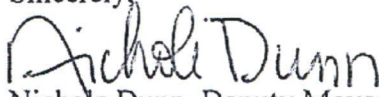
Re: Interlocal Cooperation Agreement between Midvale City and Salt Lake
County

Dear Councilman Snelgrove:

Attached is an interlocal agreement with Midvale City to allow the County to enter into an interlocal agreement with Midvale City pertaining to the construction and operation of a new senior center adjacent to the newly constructed Midvale City Municipal Center.

If your Honorable Board approves of this action, attached is a Resolution for your approval. Thank you for your consideration of this request.

Sincerely,


Nichole Dunn, Deputy Mayor
Salt Lake County Mayor's Office

Attachments

**SALT LAKE COUNTY COUNCIL RESOLUTION
ADOPTION OF INTERLOCAL AGREEMENT BETWEEN
SALT LAKE COUNTY AND MIDVALE CITY**

Resolution No. 4942

Date May 12, 2015

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL
AGREEMENT WITH MIDVALE CITY PERTAINING TO THE
CONSTRUCTION AND OPERATION OF A NEW SENIOR CENTER
ADJACENT TO THE NEWLY CONSTRUCTED MIDVALE CITY
MUNICIPAL CENTER.**

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Midvale City ("City") and Salt Lake County ("County") are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the parties are authorized under the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953, as amended) to enter into an agreement with one another for joint or cooperative action; and

WHEREAS, City and County have a mutual interest in providing senior residents with a new senior center; and


NOW THEREFORE, BE IT RESOLVED by the Salt Lake County Council that it hereby authorizes the Mayor to enter into and execute the Interlocal Agreement for improvements for the construction and operation of the Salt Lake County Midvale Senior Center located at 7540 S. Main Street, Midvale, Salt Lake County, Utah, adjacent to the newly constructed Midvale City Municipal Center located at 7505 S. Holden Street, Midvale, Salt Lake County, Utah.

APPROVED AND ADOPTED this 12 day of MAY, 2015.


SALT LAKE COUNTY COUNTY COUNCIL


Richard Snelgrove, Chair

ATTEST:


Salt Lake County Clerk
Sherrie Swensen

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>"Aye"</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>
Council Member Jensen voting	<u>Absent</u>
Council Member Newton voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"No"</u>
Council Member Wilson voting	<u>"Aye"</u>

APPROVED AS TO FORM
District Attorney's Office
By: 
Deputy District Attorney
Neil R. Sarin
Print Name
Date: 4/22/15